Spec. <u>45605</u>

## PART B - DIVISION B1

## **INSTRUCTIONS TO BIDDERS**

1. <u>Form, Signature, and Delivery of the Proposals</u>: The bidder's Proposal shall be made on the yellow copy of the Bidding Documents. The Specifications printed on white paper shall be retained by the bidder.

The bidder's name, address, and the date shall be stated in the Proposal. The Proposal shall be signed by the person authorized to bind the bidder.

The Proposal shall be enclosed in a sealed envelope, plainly marked in the upper left-hand corner with the name and address of the bidder. The envelope shall bear the words "Proposal for," followed by the Specification Number, the title of the Specifications, and the date and hour of bid opening.

If the Proposal is mailed, it shall be addressed as follows:

Purchasing Section Intermountain Power Service Corporation 850 West Brush Wellman Road Delta, UT 84624-9546

If the Proposal is sent by messenger, it shall be delivered to the Administration Building, Intermountain Power Service Corporation, 850 West Brush Wellman Road, Delta, Utah.

- 2. <u>Interpretations and Addenda</u>: Should a bidder find discrepancies or omissions in the plans, specifications, or other documents, or should there be doubt as to their true meaning, the bidder shall submit to the Buyer a written request for an interpretation or clarification thereof. A request for addenda, interpretation, or clarification shall be delivered to the Buyer marked "Request for Interpretation" and must be received by the Buyer in time to permit a reasonable response before the date of opening bids. Any interpretation of, or change in the documents will be made only by addendum issued to each person to whom Specifications have been issued and will become a part of any contract awarded. IPSC will not be responsible for, or bound, by any other explanations or interpretations.
- 3. <u>Correspondence</u>: All inquiries or correspondence to IPSC prior to award of Contract shall be addressed to the Buyer.
- 4. <u>Changes or Alternatives</u>: The bidder shall not change any wording in the documents. Any explanations or alternatives offered shall be submitted in a letter attached to the front of the Bidding Documents. Alternatives which do not substantially comply with IPSC's Specifications cannot be considered. Language of negation or limitation of any rights, remedies, or warranties provided by law will not be considered part of the Proposal. Bids offered subject to conditions or limitations may be rejected.

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- 5. <u>Specified Materials or Equivalent</u>: Whenever any particular material or process is specified by a patent or proprietary name, by a trade or brand name, of a manufacturer, such wording is used for the purpose of describing the material or process, fixing the standard of quality required, and shall be deemed to be followed by the words "or equivalent." The bidder may offer any material or process which shall be the equivalent of that so specified, but the bidder must identify the equivalent offered.
- 6. <u>Language</u>: Everything submitted by the bidder shall be written in the English language.
- 7. <u>Sales or Use Taxes</u>: Prices quoted by the bidder shall not include any applicable sales or use taxes or Federal Excise Taxes.
- 8. <u>Duties</u>: Prices quoted by the bidder shall include all applicable duties.
- 9. Award of Contract: Award of Contract will be made to the lowest and best, regular responsible bidder. The determination as to which is the lowest and best, regular responsible bidder may be made on the basis of the lowest ultimate cost of the services, materials, equipment, or other Work in place and use. The right is reserved to reject any or all Proposals.
  - Within thirty (30) calendar days after the date of award of Contract, the successful bidder shall sign the Contract supplied by IPSC. The Contract will be effective upon execution by IPSC. Award of Contract is subject to execution of IPSC's form of Contract Agreement and other Contract Documents.
- 10. <u>Comparison of Bids</u>: For the purpose of comparing bids, it will be assumed that the quantity of up to eight (8) Induced Fan Medium Voltage Variable Frequency Drive Systems will be installed during the Contract period.
- 11. <u>Bidder's Bond</u>: The Proposal shall be accompanied by a certified check or a cashier's check issued by a responsible bank, payable in the state of Utah to the order of <u>Intermountain Power Agency</u>, in an amount not less than 10 percent of the aggregate sum of the Proposal. A surety bond payable to IPA, IPSC, and LADWP in a like amount will be accepted in lieu of a check.
- 12. <u>Calculation of the Bonds</u>: The estimated amount of the Proposal for the Bidder's Bond or of the Contract, will be considered to be the price, including freight charges, quoted by the bidder in the Proposal Schedule, times the assumed quantity under the Comparison of Bids in Article 10 of this Division.